

**U.S. General Services Administration
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY
Vacant Land - Vieques, Puerto Rico
IFB Number BOSTN116005001**

This Property is located at the corner of Calle By-Pass and Jose G Sueiro Street in the Florida Ward, Isabel Segunda, Vieques, Puerto Rico. The Property consists of approximately 0.74 acres (approx. 2,990.89 square meters) of vacant land.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

AUCTION SUMMARY

Sale Type: **Online Auction**

Start Date: **Tuesday, August 2nd 2016.**

End Date: **Based on Bidding**

Starting Bid: **\$ 30,000.00**

Registration Deposit: **\$ 5,000.00**

Bid Increment: **\$ 2,500.00**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, MA 02222
Attn: Lawanda Maryland

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Inspection Opportunities:

There will be no formal inspections held for the vacant property. Further details provided in *General Terms of Sale* "Inspection".

Sales Information

Stefanie K. Palladino
617-565-5700
Stefanie.Palladino@gsa.gov

Online Auction

RealEstateSales.gov

Register and submit your bid

Online Auction Assistance

Darlene Pruitt, 617-565-5700

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located in the Florida Ward, Isabel Segunda, Vieques, Puerto Rico. Vieques is an approximately 20 mile/90 minute ferry ride from mainland Puerto Rico or a 50 mile/30 minute flight from San Juan International Airport.

The Property has frontage on Calle By-Pass and Jose G Sueiro Street, and is located adjacent to the Puerto Rico Telephone Company building.

2. SALE PARCEL DESCRIPTION

The USPS Vacant Land Parcel – Vieques consists of approximately 0.74 acres (approx. 2,990.89 square meters) of unimproved land located on a corner lot with frontage at Calle By-Pass, in the Florida Ward, Isabel Segunda, Vieques Puerto Rico (the “Property”). The Property is diamond shaped in configuration with sloping topography.

3. LEGAL DESCRIPTION

See Exhibit “A”.

The Property was registered on July 6, 2007 as parcel no.3875-page 61, Vieques book 86 in the Fajardo Property Registry.

4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

475-000-007-31

5. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Electric:

Puerto Rico Electric Power Authority (PREPA)
PO Box 364267, San Juan, PR 00936-4267
(787) 521-3434 Fax: (787) 521-4120

Water:

Puerto Rico Aqueduct and Sewer Authority (PRASA)
604 Avenida Barbosa
Edif. Sergio Cuevas Bustamante
Hato Rey, San Juan
(787) 620-2277

GENERAL TERMS OF SALE

DEFINITIONS

a) **ACCEPTED BID**

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

b) **ADDITIONAL DEPOSIT**

The term "Additional Deposit" is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

c) **AGREEMENT OF SALE**

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

d) **AS-IS**

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

e) **AUCTION**

The term "Auction" is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

f) **BACKUP BIDDER**

The term "Backup Bidder" refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

g) **BID**

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

h) **BID INCREMENT**

The "Bid Increment" is a specified amount of money posted on the Website.

i) **BIDDER(S)**

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

j) **BIDDER REGISTRATION FORM**

The term "Bidder Registration Form" refers to the form titled "Bidder Registration for Purchase of Government Property."

k) **CLOSING DATE**

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

l) **EARNEST MONEY**

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered Bid price. Once a Bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

m) **EIN**

The term "EIN" refers to an entity's Employer Identification Number.

n) **GOVERNMENT**

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

o) **GSA**

The term "GSA" refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Postal Service (USPS). USPS has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

p) **HIGH BID**

The term "High Bid" refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the "Current Winning Bid" or the "Current Bid".

q) **INACTIVITY PERIOD**

The "Inactivity Period" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

r) **INITIALLY ANTICIPATED CLOSE OF AUCTION**

The "Initially Anticipated Close of Auction" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

s) **INVITATION FOR BIDS**

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Specific Terms of Sale; Instructions to Bidders; and the Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

t) **PROPERTY**

The term "Property" refers to the property or properties described in the Property Description of this IFB.

u) **PURCHASE PRICE**

The "Purchase Price" is the amount of money offered in the Accepted Bid.

v) **PURCHASER**

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

w) **REGISTRATION DEPOSIT**

The term "Registration Deposit" is defined in the Bidder Registration and Deposit Section of the Instructions to Bidders portion of this IFB.

x) **SSN**

The term "SSN" refers to a Social Security Number.

y) **TIN**

The term "TIN" refers to a Tax Identification Number.

z) **WHERE-IS**

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

aa) **WEBSITE**

The term "Website" refers to the GSA Auctions® website, [GSAuctions.gov](https://www.gsauctions.gov), which has been developed to allow the general public the opportunity to Bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://www.realestatesales.gov).

DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

INSPECTION

No formal open house will be scheduled for the vacant land.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property

are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

AGREEMENT OF SALE

The IFB and the Bid, when accepted by the Government shall constitute an agreement for sale ("Agreement of Sale") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

CONDITION OF PROPERTY

The Property is offered for sale "AS IS" AND "WHERE IS" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction.

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Quitclaim Deed.

ZONING

The Property is subject to the jurisdiction of the Municipality of Vieques. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

Ms. Arlene Cruz, Vieques Planning Division.
planificacion.municipal.gmv@gmail.com

RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such

termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a Bid after the conclusion of an auction, but prior to acceptance of the high Bid by the Government, or (2) in the event of revocation of a Bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

GOVERNMENT LIABILITY

If the Government accepts a Bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

TITLE

If a Bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines

and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Government herein.

COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale (the "Closing Date") will be set by the Government and will be no later than sixty (60) calendar days after the acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.

By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser shall record the quitclaim deed in the official records of the county. The Purchaser shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
Thomas P. O'Neill Federal Building
10 Causeway Street, 10th Floor
Boston, Massachusetts 02222
Attn: Stefanie K. Palladino

OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid if unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

INSTRUCTIONS TO BIDDERS

AUCTION START DATE

The auction opens on **Tuesday, August 2nd, 2016 at 8AM**. (Central Time).

TYPE OF SALE

The sale of the Property will be conducted through an online auction on the Website (the "**Auction**").

BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. The Purchaser must arrange for its own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

STARTING BID

The amount of the starting Bid is **\$30,000.00**. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

1. Complete Online Registration: Bidders must register online at the Website. Once on the Website, click on "Register", establish a username and password and provide the requested account information. A username and password are used to register online and to place Bids. The password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change.
Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB. A Bidder that previously registered on the Website can login using the username and password that such Bidder previously established. It is the Bidder's responsibility to establish its username and password on the Website. In the event a Bidder forgets its username or password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten username and/or password.

A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Property as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted

bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

2. Complete Bidder Registration Form: Bidders must complete and submit the Bidder Registration Form that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.
3. Provide Registration Deposit: A deposit in the amount of **\$5,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to Bid.

Only upon verification of your Registration Deposit, will you be allowed to Bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, MA 02222
ATTN: Lawanda Maryland

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (617)565-5720.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

BIDDING IN GENERAL

- a) After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Property. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's username and password.

The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check its bidding status by clicking on the "Bid History" section of the Website.

- b) Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.
- c) Bids must be submitted without contingencies.
- d) The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures its default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review Bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high Bid and the sale has not closed, you can go back to the item and place another Bid. Bids cannot be lowered or canceled.

If your Bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (617) 565-5700. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high Bid, modification to Bid increment and the closing date of the auction.

ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") Bid. A flat Bid is for an amount at least the current Bid plus the posted minimum Bid Increment. If the Bid is greater than another bidder's automatic Bid, the system will consider this flat Bid as the current (winning) Bid. If the Bid is less than or equal to another bidder's automatic Bid, the system will record the Bid but it will not be considered the current (winning) Bid. The required minimum Bid will be specified on the Bid screen and once entered it will be displayed as the winning Bid unless an automatic Bid that is greater than this amount has been placed.

An automatic Bid is an amount that you set above the posted minimum Bid. [Realestatesales.gov](https://RealEstateSales.gov) will use as much of your Bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount Bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic Bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your Bid amount but not less than the next Bid increment amount. If the system reaches your automatic Bid limit, it stops bidding for you. Submit another Bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning Bid. You can submit another flat Bid or reset your automatic Bid amount if you want to continue bidding. Your automatic Bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your Bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit Bid is placed. You may increase or decrease your automatic Bid limit at any time. You cannot decrease your automatic Bid below the current Bid. If you are currently the winner in an auction, increasing your automatic Bid will not increase your current Bid until challenged by another Bid. Changing your automatic Bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your Bid was not the high Bid, or if another bidder exceeds your previous high Bid, you may increase your Bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, Bid forms or a Bid by any method. Failure to receive registration information, Bid forms or a Bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete Bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a Bid.
- f. Failure of bidder to properly identify the Bid.
- g. Security of Bid data.
- h. Inability of bidder to enter Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your Bid is not accurately shown or you cannot enter a Bid at RealEstateSales.gov then you should call GSA at 617-565-5700 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to Bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for Bid acceptance will be given to the High Bidder.

If an increased Bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased Bid is placed. This process will continue until the high Bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder

agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

ACCEPTABLE BID

An acceptable Bid is one received from a responsible bidder, whose Bid, conforming to this IFB, will be most advantageous to the Government.

BID EXECUTED ON BEHALF OF BIDDER

A Bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the Bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the Bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the Bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bid, then the names of all those except limited partners must be furnished on the Bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the Bid. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a Bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high Bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a Bid by the Government, the Purchaser agrees to deposit Earnest Money in the form of a bank certified or cashier's check or wired funds transfer, equal to at least ten percent (10%) of the total Bid in addition to any prior credit card deposits. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon receipt of the Earnest Money deposit, applicable credit card registration deposits may be refunded.

Upon acceptance of a Bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (60) calendar days after acceptance of Bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph "Back-up Bidder." All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in General Terms of Sale, Paragraph "Continuing Offers", if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in *General Terms of Sale*, Paragraph, "Revocation of Bid and Default." When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in above in paragraph, "Refund of Registration Deposits", if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to Bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Vacant Land, Vieques, PR
Calle By-Pass
SALE # PR-0541-AA
IFB #: BOSTN116005001
REGISTRATION DEPOSIT: \$5,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (_____) _____ Fax: (_____) _____
E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
- ☐ By Credit/Debit Card: _____ Exp: ____/____ CSC/CVC _____
- ☐ Visa ☐ MasterCard ☐ Debit
☐ Discover ☐ American Express
- Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any Bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of **IFB No. BOSTN116005001** including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any Bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
Vacant Parcel Vieques, Puerto Rico
Attn: Lawanda Maryland

FAX: (617) 565-5720

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Bid Executed On Behalf Of Bidder for instructions)

VACANT LAND, VIEQUES, PR
Calle By-Pass and Jose G Sueiro Street
Isabel Segunda, Vieques, Puerto Rico

THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said Bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Exhibit A

Property number 3,875 inscribed on page 61 of volume 86 of Vieques, Registry of Fajardo, Puerto Rico.

Description:

URBAN: Plot A.

The plot of land is diamond-shaped with generally sloped topography located in the Barrio Florida of the municipality of Vieques, Puerto Rico. It contains an area of point seven six one zero (.7610) cuerdas or two thousand nine hundred and ninety point eight nine six seven (2,990.8967) square meters; equivalent to thirty-two thousand two hundred and fifteen (32,215) square feet. It is bounded to the north by Calle Jose G. Suiero for fifty-six point seven nine two (56.792) meters; to the south by Puerto Rico Telephone Company for sixty-seven point five seven nine (67.579) meters; to the east by the Municipality of Vieques for forty-six point five zero four (46.50) meters; and to the west by Calle Bypass for sixty-three point seven five nine (63.759) meters. This property was formed from the segregation of property number 3,871 inscribed on page 61 of volume 86 of Vieques, Registry of Fajardo, Puerto Rico and is registered in favor of the Municipality of Vieques.

